

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. **FB-00301-1**
Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES:
 YES
 NO

Requisition No./Project No.: **RQID2000011/FB-01462**
 TERM OF CONTRACT
5 Years

Requisition /Project Title:
Aqueous Ammonia

Description:
 The purpose of this solicitation is to establish a contract for the purchase and delivery of Aqueous Ammonia (ammonia dissolved in water) in tanker truck loads for Miami-Dade County, on an as-needed basis.

Issuing Department:
Internal Services Department
Contact Person:
Robert Mendoza
Phone:
305-375-3704

Estimate Cost:
\$3,301,916.63
 Funding Source:

GENERAL	FEDERAL	OTHER
		Proprietary Funds

ANALYSIS

Commodity Codes:
180-12
180-79
190-30
485-01
740-05

Contract/Project History of previous purchases three (3) years
 Check here if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	Airgas Specialty Products	Airgas Specialty Products	
Small Business Enterprise:			
Contract Value:	\$1,341,000	\$1,341,000	
Comments:			

Continued on another page (s):
 Yes
 No

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				
Basis of recommendation:				

Signed:	Robert Mendoza	Date Sent To SBD:	11/19/2019
		Date Returned To SPD:	

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase and delivery of Aqueous Ammonia (ammonia dissolved in water) in tanker truck loads for Miami-Dade County, on an as-needed basis.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the five year term.

2.3 METHOD OF AWARD

Award will be made to the single lowest priced responsive and responsible bidder for the item listed in this solicitation.

2.4 BIDDER REQUIREMENTS

To be eligible for award, bidder(s) shall meet the following requirements:

2.4.1. Bidder(s) shall be the product manufacturer, and/or authorized distributor. Bidders are required to submit proof of manufacturer's authorization with their bid. The proof may be in the form of a formal notice on manufacturer's letterhead identifying the bidder as the manufacturer, or designating the bidder as an authorized distributor. This notice must include name and phone number of the bidders' contact person, must be signed by an authorized representative, and must be dated within 12 months of bid submission.

a. A third party bidder, such as a reseller or toll blender, will not be considered qualified for this solicitation.

2.4.2. Bidder(s) shall provide an American National Standards Institute/National Science Foundation Standard 60 Certificate (ANSI/NSF Standard 60 Certificate) for Drinking Water Treatment Chemicals.

2.4.3. Bidder(s) shall provide a Certification of Analysis supplied by the manufacturer of the material in accordance with Federal Specification and Standard A-A-59370.

2.4.4. Bidder(s) shall provide Safety Data Sheets supplied by the manufacturer.

2.4.5. Bidder(s) shall provide the product manufacturer, manufacturer plant location, percent offered, and by weight as requested.

Miami-Dade County, in its best interest, may allow bidders to complete their proof of compliance with the solicitation's requirements during bid evaluation. Failure to provide proof of compliance, as requested by the County, may result in the bid being declared non-responsive, or the bidder being declared non-responsible.

2.5 FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENTS

2.5.1 The Initial contract prices resulting from this solicitation shall remain fixed for a period of no less than 12 months from date of bid solicitation opening. Following the initial 12 month period, the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index:

- a. Producer Price Index (PPI), Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A5.

- 2.5.2** It is the awarded bidder's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the solicitation opening anniversary date. For any adjustment to be considered, the awarded bidder's request for adjustment should be submitted to the Internal Services Department, Strategic Procurement Division, no less than 90 calendar days prior to the anniversary date. The awarded bidder adjustment request may not be in excess of the relevant documented pricing indexes.
- 2.5.3** Any adjustment received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the County will assume that the awarded bidder has agreed that the next 12 month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the next 12 month period based on the downward movement of the appropriate index.
- 2.5.4** It shall be further understood that the County reserves the right to reject any price adjustments submitted by the awarded Bidder and/or to terminate the contract with the awarded bidder based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.
- 2.5.5** The awarded bidders' price shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the bidder is prohibited.

2.6 INSURANCE

The insurance requirements in the General Terms and Conditions, Paragraph 1.22 shall apply except as modified herein:

Paragraph 1.22 A.2 now reads:

Commercial General Liability in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, including products and completed operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

Paragraph 1.22 A.3 now reads:

Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.

Paragraph 1.22 A.4 is hereby added:

Contractor's Pollution Liability (CPL) with a Transportation Pollution Liability (TPL) endorsement in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

2.7 DELIVERIES

The awarded bidder shall deliver within two (2) calendar days after the date of the order. Deliveries will be accepted seven (7) days per week, 24 hours per day, Monday through Sunday.

Delivery shall be made by tanker trucks. All trucks used to deliver product to the County shall comply with all Federal, State, and Local regulations covering the transportation of hazardous products. All deliveries shall be made in accordance with good commercial practice and all delivery timeframes shall be adhered to by the awarded bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

The tank shall be inspected to ensure they are free from contaminants prior to loading the aqueous ammonia. The delivery vehicle must supply all necessary hoses, meters, and pumps to accomplish delivery and unloading at all designated locations. Vendors are responsible for unloading the product into the County's storage units. Due to space restrictions within plants, tractor trailer size loads cannot exceed 56 feet. Straight tank trucks can be accepted.

2.7.1. DELIVERY LOCATION

Deliveries shall be made to the following locations:

John E. Preston Water Treatment Plant
1100 West 2nd Avenue
Hialeah, Florida 33010

Hialeah Water Treatment Plant
700 West 2nd Avenue
Hialeah, Florida 33010

Alexander Orr Water Treatment Plant
6800 SW 87th Avenue
Miami, Florida 33173

The Preston and Alexander Orr Water Treatment Plants have two (2) 8,000 gallon storage tanks each; Hialeah Water Treatment Plant has two (2) 4,000 gallon storage tanks. All tanks have 2 inch Camlock quick coupling fill connections installed.

2.7.2. SECURITY OF DELIVERIES

The awarded Bidder shall not disclose any shipping information, e.g. delivery schedules, railcar locations, delivery routes, etc., to any person, company, or organization without the written permission of the County representative. The awarded bidder must seal all shipments made pursuant to this bid and the seal must remain unbroken until the delivery is received at the designated facility. The department's emergency contact information will be provided upon award.

2.7.3. PACKING SLIP/DELIVERY TICKET/CERTIFICATE OF ANALYSIS

The awarded Bidder shall enclose a complete packing slip, delivery ticket, and Certificate of Analysis with any items delivered in conjunction with this bid solicitation. These documents shall be made available to the County's authorized representative during delivery.

The packing slip/delivery ticket/Certificate of Analysis shall include, at a minimum, the following information:

1. Purchase order number
2. Date of Order
3. Complete listing of items being delivered
4. Back Order Quantities along with estimated delivery times if authorized

2.7.4. TESTING/NONCONFORMANCE OF PRODUCT

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance/performance by the County. If it is found that the products do not conform to the specifications, the County will notify the bidder of nonconformance within ten (10) calendar days. The County shall then require replacement of the item within 48 hours after notification.

2.7.5. BACK ORDER DELAYS

The County shall not allow any late deliveries unless approved by the County. Accordingly, the successful bidder is required to deliver all products to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the product from another commercial source,

and charge the bidder for any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.8 COMPLIANCE/REGULATIONS

2.8.1. FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Fire Protection Association (NFPA), and the American National Standards Institute/National Science Foundation Standard (ANSI/NSF).

2.8.2. POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade County Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by contacting the following:

Department of Regulatory and Economic Resources (RER)
701 NW 1st Court, Suite 400
Miami, Florida 33136
Telephone (305) 372-6789

2.8.3. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All bidders performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible bidder. Barricades shall be provided by the bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.9 PURCHASE OF SIMILAR ITEMS

The County may require items similar to those in this solicitation during the term of the contract resulting from this solicitation. The County, in its best interest, may add these similar items to the contract based on the award of a request for price quotation and/or negotiations with the awarded bidder. The County reserves the right to acquire the similar items through a separate solicitation.

SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The purpose of this solicitation is to award a contract for the purchase and delivery of Aqueous Ammonia (ammonia dissolved in water) to the County for use in water treatment. The aqueous ammonia supplied under this specification shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated with the chemical. Bidders shall submit offers based on a solution weight basis.

3.2 SPECIFICATIONS

- a) Colorless and free from suspended matter and sediment.
- b) Contain between 18 and 20 percent ammonia (NH₃) by weight.
- c) Not to exceed the maximum concentration of chloride and heavy metal (as Pb) of 0.5 ppm.
- d) Not to exceed the maximum concentration of 2 ppm of phosphate (as PO₄), and 2 ppm of total sulfur (as SO₄).
- e) National Science Foundation/American National Standards Institute (NSF/ANSI) Standard 60 Certification
- f) Certified Reagent grade Aqueous Ammonia.